

DMS Tracking 05/07/2021 02:44 pm 1 of 1
Report # 0



Vehicle Purchase Agreement

Seller's Name

 Seller's Address

 PASADENA, CA _____
 Seller's Name

 Seller's Address

 Purchaser's Store Name / Location
 CARMAX - DUARTE

 1131 CENTRAL AVENUE
 DUARTE, CA 91010

VEHICLE YOU ARE SELLING (THE "VEHICLE")

Year 2013 Make LEXUS Model CT 200H
 VIN _____ Mileage 167,568

(1) Appraisal Offer	\$ 4,500.00
(2) Discharge of Lien to:	
Lienholder	\$ 0.00 Estimated Payoff
Account No.	
Address (Street)	
(City/State/Zip)	
Phone	
(3) ESP and/or GAP Cancellation	\$ 0.00 ESP and/or GAP Cancellation Amount
(4) Amount Due to Seller (if 2 - 3) is less than (1)).	\$ 4,500.00 Positive Equity
(5) Amount Due to Purchaser (if 2 - 3) is greater than (1)).	\$ 0.00 Negative Equity

By executing this Vehicle Purchase Agreement (the "Agreement"), you sell, transfer, and convey all rights, title, and interest in and to the Vehicle to CarMax, its successors and assigns, and CarMax accepts all such rights, title, and interest in and to the Vehicle. You warrant and represent that (a) you are the sole legal and record owner of the Vehicle and that, except as identified in Line (2) above, no other party has any interest or claim of interest in or to the Vehicle, (b) the Vehicle is free from all security interests, liens, charges, claim of ownership, and encumbrances and (c) that you have the right to sell the Vehicle outright or upon payoff of the Lienholder(s) shown in Line 2 the Vehicle will be free from all liens. **The sale of the Vehicle to CarMax is a final sale and is not connected in any way to a purchase of another vehicle by you from CarMax.**

MILEAGE DISCLOSURE

You warrant and represent that the mileage identified above and on the instruments to transfer title reflects the actual mileage of the Vehicle unless one of the following statements is checked:

Reflects the amount of mileage in excess of mechanical limits Is NOT actual mileage (odometer discrepancy).

LIENHOLDER INFORMATION

You accept CarMax's offer to purchase the Vehicle for the amount specified in Line (1) above, which is equal to the offer amount on the Appraisal Offer form previously provided to you and incorporated by reference. If there is/are lienholder(s) for the Vehicle, CarMax will pay the amount of the liens obtained from the lienholder(s) on your behalf, as reflected in Line (2) ("Estimated Payoff"). You authorize CarMax to contact the lienholder(s) to obtain whatever information is necessary to pay off the liens and transfer title and you give the lienholder(s) authorization to release this information to CarMax. The Estimated Payoff may be greater or less than the amount that is actually due to the lienholder(s) to transfer title ("Actual Payoff"). You agree to pay CarMax the difference between the Total Estimated Payoff and the Actual Payoff plus any additional costs incurred by CarMax, upon demand. In order for you to transfer a marketable certificate of title, all liens on the Vehicle must be paid. If the Actual Payoff is less than the Total Estimated Payoff, you will receive a refund of the difference from your lienholder. If you purchased another vehicle from CarMax and financed the other vehicle with CarMax and your refund is \$200 or more, CarMax will send the refund to the lienholder that purchased your retail installment contract.

CarMax will pay you the amount specified in Line 4 (if any) in one of two ways. CarMax may issue you a bank draft for the amount specified in Line 4, which must be deposited and may be held by your bank. If you are purchasing another vehicle from CarMax at the time you are selling this Vehicle, you may have the amount specified in Line 4 applied to the purchase of that Vehicle either as a "trade-in credit" or "down payment."

You agree that if the amount shown in Line 2 minus Line 3 is greater than Line 1, you will pay CarMax the difference shown in cash or certified funds, as reflected in Line 5 ("Negative Equity"), which may increase in the event the Total Estimated Payoff is less than the Actual Payoff. If you are purchasing another vehicle from CarMax, the entity financing that transaction may agree to finance the Negative Equity and will pay CarMax the Negative Equity on your behalf. If you purchase another vehicle from CarMax and subsequently return the vehicle, you agree to repay CarMax the entire amount of the Negative Equity in cash or other certified funds at or before return.

TITLE TRANSFER

You warrant and represent that none of the title or ownership documents presented by you, including, but not limited to, the certificate of title, odometer disclosure statements, vehicle registration, and/or power of attorney, are altered, forged, fraudulent, obtained by unlawful or fraudulent means, and/or falsified in any way. You warrant and represent that all statements, disclosures, representations, and warranties you have provided us herein and as shown on the Appraisal Offer form and the instruments used to transfer title, are true, correct, and complete. In the event any of the information provided is incorrect, incomplete, false, and/or fraudulent or if the information on the certificate of title or title history is different from the warranties and representations provided, you will be deemed to have breached this Agreement. Our ability to secure a marketable certificate of title for the Vehicle is a condition subsequent to this Agreement. If, for any reason, we are unable to secure a marketable certificate of title, you will be deemed to have breached this Agreement. You agree to cooperate with CarMax in the completion and execution of any and all documents required to transfer title under applicable state law, including but not limited to, execution of title documents or instruments to transfer title, odometer disclosure statements, and damage disclosure statements. Your refusal to cooperate will be considered a breach of this Agreement.

You warrant and represent that, unless indicated on the Appraisal Offer, the Certificate of Title for this Vehicle is not now nor has ever been branded "Salvage," nor is it a recovered theft vehicle or purchased with stolen funds. A Salvage vehicle is defined as a vehicle (1) acquired by an insurance company as part of the claims process, (2) damaged as a result of collision, fire, flood, or another occurrence

PF7291
 Order # _____
 Revision Date 06/15

Legal - KMK
 MIS: 1500000/1600001

to such an extent that its cost of repair would exceed its actual cash value. You warrant and represent that, except as noted on the Appraisal Offer, the Vehicle has not been rebuilt or reconstructed, has not suffered frame damage or flood damage, has never had its speedometer or odometer broken or replaced, and has not been subject to a manufacturer's repurchase or Lemon Law repurchase. You represent and warrant that, other than noted on the Appraisal Offer form, the Vehicle has no known accident or body damage and is free from mechanical problems. You represent and warrant that there are no outstanding manufacturer's recalls for the Vehicle and that, to the best of your knowledge, the Vehicle's air bags (if provided as indicated on the dash, steering wheel, seats, and/or pillars) are in good working order and have never deployed. You represent and warrant that the Vehicle is legally present in the United States and if the Vehicle was manufactured for use outside the United States, it was imported in compliance with all U.S. Customs and Border Protection laws and regulations.

You warrant and represent that there are no unpaid parking tickets, unpaid taxes, and/or other unpaid municipal or government fees and/or fines associated with the Vehicle and that you are responsible for the payment of such if they exist. You agree to indemnify and hold CarMax harmless for any and all liability for such tickets, taxes, fees, and fines.

BREACH AND LIABILITY

Any breach of this Agreement, including but not limited to, any untrue, false, fraudulent, incomplete, incorrect, or misleading representation or warranty made by you in this Agreement, may, at CarMax's option, result in the cancellation of this Agreement. CarMax reserves the right to cancel the sale at its sole option for any reason. If we cancel this sale, any draft tendered to you (or trade-in credit given) for the Vehicle may be voided at our sole discretion without notice to you and you will immediately return any voucher, monies, or trade-in credit given in a manner and time prescribed by CarMax. If the sale is cancelled following our payoff of the liens in Line 2, you are responsible for refunding that amount to CarMax. If you applied the proceeds from this sale to the purchase of another vehicle from CarMax and this sale is cancelled, you shall be solely liable for the affected portion of your down payment or trade-in credit for that other vehicle. Should (1) any statement, disclosure, representation, warranty, or any part hereof, prove to be untrue, false, fraudulent, incomplete, incorrect, or misleading, or (2) you breach this Agreement, or (3) there occur a violation of any applicable federal, state, or local law, regulation, or ordinance attributable to any act or omission by you in connection with the sale of the Vehicle, any of which causes us directly or indirectly to incur any liability whatsoever, you hereby agree to indemnify, defend us, and hold us harmless from and against such liability, cost, damage, claim, fine, cause(s) of action, penalty (including reasonable attorney's fees), whether at law or in equity, known or unknown.

If we are informed by law enforcement or any state's Department of Motor Vehicles ("DMV") that the Vehicle is actively reported as stolen or that the title you have presented us was obtained by fraud, you authorize us to release the Vehicle to law enforcement, the DMV, or any other owner or lienholder identified by either of them as having a legitimate ownership interest in the Vehicle, and you agree to hold us harmless for such release. If CarMax releases the Vehicle as specified above, to law enforcement, the DMV, or any other rightful owner or lienholder, you agree to immediately return all funds CarMax paid to you, or paid to a lienholder on your behalf, by us for the purchase of the Vehicle.

MISCELLANEOUS STATE-SPECIFIC REQUIREMENTS

North Carolina and Iowa Sellers attest to signing the NC Damage Disclosure Statement and Iowa Damage Disclosure Statement (if applicable), which is incorporated by reference. Georgia, Kentucky, and Texas Sellers: You agree that you are responsible for all unpaid ad valorem taxes assessed against the Vehicle and you agree to indemnify and hold us harmless from any and all liability for such taxes. California Sellers: If you purchase another vehicle concurrently with your sale of this Vehicle to CarMax and exercise your rights under a Vehicle Contract Cancellation Option Agreement, then this Agreement is subject to cancellation under the conditions provided in the Vehicle Contract Cancellation Option Agreement. See the Vehicle Contract Option Agreement for full details.

The law of the state in which this Agreement was signed shall apply to the execution, construction, and performance of this Agreement. You agree to submit to personal jurisdiction in the state and locality where this Agreement was signed. No waiver of this Agreement shall be effective nor breach excused unless in writing and signed by all parties. Except as otherwise noted, this is the entire Agreement between the parties with respect to the Vehicle.

AUTHORIZATION TO COPY DRIVER'S LICENSE

In an effort to combat fraud and prevent identity theft, CarMax reviews and maintains copies of its customers' driver's licenses. By executing this document, you consent to CarMax making and retaining a copy of your driver's license by photocopier, electronic scanner, or otherwise.

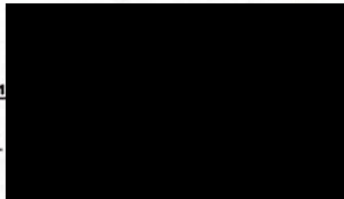
You acknowledge receiving and reading entirely, prior to signing below, this Agreement and the Appraisal Offer, which is incorporated by reference. By executing this document, you represent that you intend to be bound by this Agreement.



Seller's Signature

05/07/2021
Date

Date



05/07/2021
Date

Date